



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-6

For the meeting of: September 9, 2014

Date: August 14, 2014

To: Board of Supervisors

From: Phillip R. Crandall, Director
Department of Health and Human Services-Public Health

Subject: State Agreement #G13-UST-07 with California Environmental Protection Agency for Certified Unified Program Agency Rural Underground Storage Tank Leak Prevention Program for the term of July 1, 2014 through September 30, 2016.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the State Agreement G13-UST-07 between California Environmental Protection Agency and the County of Humboldt for Rural Underground Storage Tank Leak Prevention Program funding for the term of July 1, 2014 through September 30, 2016 in the amount of \$193,321 in Fund 1175, Budget Unit 411, Hazardous Materials Program.
2. Approve the Appropriation Transfer to create a fixed asset line item in Fund 1175, Budget Unit 411, Hazardous Materials Program, for Fiscal Year 2014-15 (Attachment 1).
3. Authorize the Public Health Director, or their designee to sign three (3) originals of the Agreement (Attachment 2) and three (3) originals of the Lobbying Disclosures (Attachment 2, Exhibit C).
4. Authorize the Public Health Director, or their designee to sign grant invoices and any subsequent amendments directly related to the Agreement.
5. Direct the Clerk of the Board to send a fully executed Agenda Item to the Department of Health and Human Services, Contract Unit.

SOURCE OF FUNDING:

Public Health Fund.

Prepared by DJ Wieman Administrative Analyst

CAO Approval

REVIEW:

Auditor

County Counsel

Personnel

Risk Manager

Other

TYPE OF ITEM:

- ☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Bass Seconded by Supervisor Fennell

Ayes Sundberg, Lovelace, Bohn, Fennell, Bass
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Sept. 9, 2014

By:

Kathy Hayes, Clerk of the Board

DISCUSSION:

The Humboldt County Department of Health and Human Services, Public Health Branch, Division of Environmental Health (DEH), Hazardous Materials Program, Certified Unified Program Agency (CUPA) is the Administering Agency for the County with the responsibility for regulating hazardous materials handlers, hazardous waste generators, underground storage tank (UST) facilities, above ground storage tanks, and stationary sources handling regulated substances.

The California Environmental Protection Agency (Cal/EPA) provided two Legislative Reports concerning rural county implementation of the CUPA program and found that in 31 rural jurisdictions, including Humboldt County, a reasonable single fee imposed on all regulated entities would be insufficient to fully fund all necessary program costs. As a result, Cal/EPA made grant funds available to rural county CUPAs to improve UST spill prevention and enforcement activities including staffing, training and equipment by creating the Rural UST Prevention Grant program.

The Rural UST Prevention Grant provides support to the rural California CUPAs to develop and maintain their UST programs in accordance with the Solid Waste Disposal Act as amended by the Energy Policy Act of 2005, referred to as the Leaking Underground Storage Tank Prevention Program.

The Rural UST Prevention Grant funding is available to Humboldt County in the amount of \$193,321 to support inspections, training and enforcement for the UST program. The funding will be used to reimburse the DEH for expenses that are not covered by the current single fee structure for improving the local UST program. The request before your Board today will allow the DEH to utilize the grant funds and will authorize the Director of Public Health, or their designee to sign the grant agreement, grant amendments and grant invoices upon approval of your Board.

This item is coming to your Board after the Agreement effective date because it was not issued by the State until July 30, 2014.

FINANCIAL IMPACT:

The maximum amount payable under this grant is \$193,321 for the period beginning July 1, 2014 through September 30, 2016. The Rural UST Prevention Grant requires a funds match in the amount of \$64,441.00 for the term of the grant. The required matching funds will come from fees collected by the regulated UST facilities. The Grant funds were included in the projected County Budget for fiscal year 2014-15 in the amount of \$111,422. Since the creation of the County Budget, the Hazardous Materials Program received the Rural UST Prevention Grant which included funds to purchase computer equipment. Approval of the Appropriation Transfer in the amount of \$22,166 will create the necessary fixed asset line item to purchase computer equipment in Fiscal Year 2014-15. Funds in the amount of \$81,899 will be available for the fiscal year 2015-16 County budget. There is no impact on the Humboldt County General Fund.

The CUPA Underground Storage Tank Leak Prevention Program supports the Board's Strategic Framework by creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

California Environmental Protection Agency.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to submit this grant for funding. However, this is not recommended as the Division of Environmental Health would remain responsible for the UST program using only single fee monies.

ATTACHMENTS:

1. Appropriation Transfer Form
2. Grant Agreement #G13-UST-07

Attachment 1

Appropriation Transfer Form

COUNTY OF HUMBOLDT
REQUEST FOR BUDGET APPROPRIATION TRANSFER/ADJUSTMENT

#A _____

DEPARTMENT: Hazardous Materials ProgramsDEPARTMENT #: 411DATE: 08/26/14

1. The reason for this appropriation transfer request is:

☐ /Transfer within object accounts (with Auditor Approval)
☐ /Transfer between object accounts (with CAO & Auditor Approval)
☐ /Transfer between funds (with Board Approval)*
☐ /Transfer to or from Contingencies (with Board Approval)*
☐ /Increase/decrease budget unit appropriation (with Board Approval)*
☐ /Establish/transfer funds in Fixed Assets <\$10,000 (CAO Approval)
☒ /Establish/transfer funds in Fixed Assets >\$10,000 (with Board Approval)*

Copies Required

Original only
 Original + 1
 Original + 1
 Original + 1
 Original + 1
 Original + 1
 Original + 1

2. TRANSFER FROM:

Fund	Account Number	Name of Budget Item	Amount
1175	411 2555	Hazardous Materials Fees	\$22,166.00

TRANSFER TO:

Fund	Account Number	Name of Budget Item	Amount
1175	411 8066	Computer Equipment	\$22,166.00

3. In the space below, state (a) reason for transfer request, (b) reason why there are sufficient balances in affected accounts to finance transfer, and (c) why transfer cannot be delayed until next budget year.

a.) The Hazardous Material Program received a grant for Underground Storage Tank inspections. The grant budget includes fund to purchase computer equipment for field use. The requested transfer will create the fixed asset line item to enable this purchase.

b.) The expenditure line 2555 is used to expend the Rural Underground Storage Tank Grant. The total grant includes funds to purchase computer equipment.

c.) The Grant budget must be expended in Fiscal Year 2014/15.

4. Approved by Department Head:

(signed)

Leslie Abbott for L. Abbott

Leslie Abbott, Budget Specialist - Public Health Branch

5. Account balances verified by Auditor-Controller:

Date: _____ (signed) _____

6. ☐ /Approved ☐ /Not approved ☒ /Recommended ☐ /Not Recommended

County Administrative Officer:

Date: 8/14/14

(signed)

Amyn Wassen

INSTRUCTIONS

SEND ORIGINAL AND REQUIRED COPIES OF ALL TRANSFERS DIRECTLY TO THE AUDITOR-CONTROLLER

Start Date 07/01/2014
Report Date 06/30/2015

Expenditure and Revenue Report

County of Humboldt
(CAR171)

Period: 12
Fiscal Year 2015

1175411 Hazardous Material Program

Revenue Accounts

50 Other Governmental Agencies
514033 St Aid CGAPP/DF&G Haz Material
514057 Rural Underground Storage Tank
514060 State-Small Grants

Total 50 Other Governmental Agencies

60 Charges for Current Services

631128 St Surcharge Above Ground Tank
631141 St-Surcharge CAL/ARP Fees
631142 St Surcharge Fees/CUPA/Haz Mat
631143 St Surcharge Fees/CUPA/UST
631146 Aboveground Petro Storage Act
631281 Hazardous Materials Fees
631282 Haz Mat Response Team Fee

Total 60 Charges for Current Services

70 Other Revenues

705800 Transfer from Trust
707270 Compliance Assist Proj-UST

Total 70 Other Revenues

90 General Fund Contribution
Department Revenue Accounts

Expenditure Accounts

01 Salaries & Employee Benefits

02 Services and Supplies

2103 Clothing / Employee

2106 Communications

2107 Duplicating

2109 Household Expense

2110 Insurance

2112 Maintenance-Equipment

2113 Maintenance-Structures

Object	Object Description	Adopted Budget	Adjusted Budget	Revenue / Expend Encumbrance	Balance	Percent Actual	Percent Remaining
50	Other Governmental Agencies						
514033	St Aid CGAPP/DF&G Haz Material	10,000.00	10,000.00	0.00	10,000.00		100
514057	Rural Underground Storage Tank	89,256.00	89,256.00	20,577.19	68,678.81	23	76
514060	State-Small Grants	22,454.00	22,454.00	0.00	22,454.00		100
Total 50	Other Governmental Agencies	121,710.00	121,710.00	20,577.19	101,132.81	16	83
60	Charges for Current Services						
631128	St Surcharge Above Ground Tank	2,600.00	2,600.00	0.00	2,600.00		100
631141	St-Surcharge CAL/ARP Fees	4,300.00	4,300.00	0.00	4,300.00		100
631142	St Surcharge Fees/CUPA/Haz Mat	22,200.00	22,200.00	1,960.00	20,240.00	8	91
631143	St Surcharge Fees/CUPA/UST	5,000.00	5,000.00	255.00	4,745.00	5	94
631146	Aboveground Petro Storage Act	22,000.00	22,000.00	1,322.00	20,678.00	6	93
631281	Hazardous Materials Fees	503,000.00	503,000.00	0.00	503,000.00		100
631282	Haz Mat Response Team Fee	9,110.00	9,110.00	560.00	8,550.00	6	93
Total 60	Charges for Current Services	568,210.00	568,210.00	4,097.00	564,113.00		99
70	Other Revenues						
705800	Transfer from Trust	236,771.00	236,771.00	0.00	236,771.00		100
707270	Compliance Assist Proj-UST	105,000.00	105,000.00	0.00	105,000.00		100
Total 70	Other Revenues	341,771.00	341,771.00	0.00	341,771.00		100
90	General Fund Contribution						
Department Revenue Accounts		1,031,691.00	1,031,691.00	24,674.19	1,007,016.81	2	97
01	Salaries & Employee Benefits						
02	Services and Supplies						
2103	Clothing / Employee	100.00	100.00	0.00	100.00		100
2106	Communications	2,764.00	2,764.00	49.66	2,714.34	1	98
2107	Duplicating	2,978.00	2,978.00	0.00	2,978.00		100
2109	Household Expense	100.00	100.00	0.00	100.00		100
2110	Insurance	4,702.00	4,702.00	0.00	4,702.00		100
2112	Maintenance-Equipment	100.00	100.00	0.00	100.00		100
2113	Maintenance-Structures	150.00	150.00	0.00	150.00		100

Start Date 07/01/2014
Report Date 06/30/2015

Expenditure and Revenue Report

County of Humboldt
(CAR171)

Period: 12
Fiscal Year: 2015

1175411 Hazardous Material Program

Object	Object Description	Adopter Budget	Adjusted Budget	Revenue / Expend Encumbrance	Balance	Percent Actual	Percent Remaining
2115	Memberships	392.00	392.00	0.00	392.00		100
2116	Postage	2,000.00	2,000.00	0.00	2,000.00		100
2117	Office Supplies	2,000.00	2,000.00	262.10	1,737.90	13	86
2118	Professional & Special Service	60,150.00	60,150.00	0.00	60,150.00		100
2120	Rents & Leases - Equipment	205.00	205.00	0.00	205.00		100
2121	Rents & Leases - Structures	34,448.00	34,448.00	0.00	34,448.00		100
2122	Small Tools	500.00	500.00	0.00	500.00		100
2125	Transportation & Travel	19,500.00	19,500.00	0.00	19,500.00		100
2126	Utilities	1,616.00	1,616.00	0.00	1,616.00		100
2148	Computer Software	8,857.00	8,857.00	0.00	8,857.00		100
2194	Recruiting and Employment Cost	400.00	400.00	0.00	400.00		100
2217	Books & Periodicals	2,200.00	2,200.00	0.00	2,200.00		100
2225	Transportation-Out of County	6,000.00	6,000.00	0.00	6,000.00		100
2317	Office Expense - Equipment	0.00	0.00	8,739.61	(8,739.61)		100
2319	Hazardous Materials Response	9,110.00	9,110.00	0.00	9,110.00		100
2445	State-CGAPP/DG&G	10,000.00	10,000.00	0.00	10,000.00		100
2447	State Surcharge CUPA	27,200.00	27,200.00	0.00	27,200.00		100
2555	Rural Underground Storage Tank	111,570.00	111,570.00	0.00	111,570.00		100
2614	Staff Development & Training	5,800.00	5,800.00	0.00	5,800.00		100
2631	Compliance Assist Proj-UST	45,000.00	45,000.00	455.00	44,545.00	1	98
2632	St-Surcharge CAL/ARP	4,300.00	4,300.00	0.00	4,300.00		100
Total 02	Services and Supplies	362,142.00	362,142.00	9,506.37	352,635.63	2	97
03	Other Charges						
3017	Small Grants Program	22,454.00	22,454.00	0.00	22,454.00		100
3025	St Surcharge Above Ground Tank	2,600.00	2,600.00	0.00	2,600.00		100
3125	Information Services Charges	7,190.00	7,190.00	0.00	7,190.00		100
3137	A-87 Overhead Charges	18,324.00	18,324.00	0.00	18,324.00		100
3513	Communications/Utility Charges	109.00	109.00	0.00	109.00		100
3928	Expense Transfers	637,318.00	637,318.00	0.00	637,318.00		100
3940	Central Service Charges	1,462.00	1,462.00	0.00	1,462.00		100
Total 03	Other Charges	689,457.00	689,457.00	0.00	689,457.00		100
08	Fixed Assets						
90	General Fund Contribution						
9360	General Fund Contributions	(19,908.00)	(19,908.00)	(1,857.70)	(18,050.30)	9	90
					+22,166		

8066 Comp.Equip

Start Date 07/01/2014
Report Date 06/30/2015

1175411 Hazardous Material Program

Expenditure and Revenue Report
County of Humboldt
(CAR171)

Period: 12
Fiscal Year: 2015

Object	Object Description	Adopted Budget	Adjusted Budget	Revenue / Expenditure	Balance	Percent Actual	Percent Remaining
Total 90	General Fund Contribution	(19,908.00)	(19,908.00)	(1,857.70)	(18,050.30)	9	90
Department Expenditure Accounts		1,031,691.00	1,031,691.00	7,648.67	1,024,042.33		99
Revenue		1,031,691.00	1,031,691.00	24,674.19	1,007,016.81	2	97
Expenses:		1,031,691.00	1,031,691.00	7,648.67	1,024,042.33		99
Net:		0.00	0.00	17,025.52	(17,025.52)		

Attachment 2

Grant Agreement #G13-UST-07

CERTIFIED UNIFIED PROGRAM AGENCY
RURAL UNDERGROUND STORAGE TANK (UST)
LEAK PREVENTION GRANT AGREEMENT
BETWEEN THE
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
AND
HUMBOLDT CUPA
CERTIFIED UNIFIED PROGRAM AGENCY
AGREEMENT NO.: G13-UST-07

State and Grantee hereby agree as follows:

1. PURPOSE. Federal funding from the United States Environmental Protection Agency (USEPA) for this Grant Award provides support to rural counties in California to develop and maintain inspection, training and enforcement for the UST program.
2. GRANT AMOUNT. **\$ 193,321.00**
3. MATCH AMOUNT. **\$ 64,441.00**
4. TERM OF AGREEMENT. The term of the Agreement shall begin on July 1, 2014 and end on September 30, 2016.
5. REPRESENTATIVES. Either party may change its Representative(s) upon written notice to the other party. The Representatives during the term of this Agreement will be:

California Environmental Protection Agency GRANT MANAGER	
John Paine	
1001 "I" Street, 2nd Floor	
Sacramento, California 95814	
Phone: 916-327-5092	
Fax: 916- 322-5615	
Email: John.Paine@calepa.ca.gov	
GRANTEE	GRANT CONTACT (if different from Project Director)
Name of Project Director, Title: Susan Buckley, Public Health Director	Name: Melissa Martel
Street Address: 527 H Street	Street Address: 100 H Street, Suite 100
City, Zip: Eureka, 95501	City, Zip: Eureka, 95501
Phone: (707) 268-2120	Phone: (707) 445-6215
Fax:	Fax: (707) 441-5699
e-mail: sbuckley@co.humboldt.ca.us	e-mail: mmartel@co.humboldt.ca.us

6. STANDARD AND SPECIAL PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

Exhibit A	REPORTING AND GRANT DISBURSEMENT PROVISIONS
Exhibit B	SPECIAL AND GENERAL PROVISIONS
Exhibit C	CERTIFICATION REGARDING LOBBYING
Exhibit D	GRANT APPLICATION

7. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding.

8. DEFINITIONS. The following defined terms apply throughout this Agreement:

"Cal/EPA" means the California Environmental Protection Agency;
"CUPA" means the Certified Unified Program Agency;
"Grantee" means the HUMBOLDT CUPA;
"UST" means Underground Storage Tank
"Secretary" means the Secretary of the California Environmental Protection Agency; and
"State" means the State of California, including Cal/EPA.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By:

Grantee Signature

Grantee Name, Title (Typed/Printed)

Date

By:

Eric Jarvis, Assistant Secretary
Fiscal and Administrative Programs
California Environmental Protection Agency

Date

EXHIBIT A
REPORTING AND GRANT DISBURSEMENT PROVISIONS

A. REPORTING PROVISIONS

1. The Grantee shall prepare and submit Status Reports, including Grant Disbursement Request Forms for documentation of expenditures, to the Cal/EPA Grant Manager at the following address:

California Environmental Protection Agency
Unified Program Section
Attn: Shinita Bryson
1001 "I" Street, 2nd Floor
Sacramento, California 95814

2. The Status Report and Grant Disbursement Request Form will be provided by Cal/EPA upon the approval of the Grant Application.
3. Each report shall have a cover letter certified by the Project Director or the Grant Contact.
4. For purposes of the Status Reports, the reporting period is as follows:

<u>Report</u>	<u>Reporting Period</u>	<u>Report Due Date</u>
Report 1	<u>July 1, 2014 to March 31, 2015</u>	May 1, 2015
Report 2	<u>April 1, 2015 to September 30, 2015</u>	November 2, 2015
Report 3	<u>October 1, 2015 to March 31, 2016</u>	May 2, 2016
Report 4	<u>April 1, 2016 to September 30, 2016</u>	November 1, 2016

5. Upon conclusion of the grant project, the Completion Letter and Final Report must be completed and submitted. Cal/EPA will not consider your final claim for reimbursement until these documents have been reviewed. The Completion Letter and Final Report will be provided upon approval of the Grant Application and as requested.

B. FINANCIAL MATTERS & GRANT DISBURSEMENT PROVISIONS

1. USEPA requires a 25% match contribution by the Grantee. Expenses incurred by the CUPA for the UST portion of the local program may be counted toward the required match. Grantee shall indicate in the Grant Disbursement Request Form its expenditures for the required match.
2. Interest earned on grant funds shall be used for the program and must comply with the terms and conditions of this Grant Agreement.
3. Grant Disbursement Request Forms shall be used to depict the expenditures incurred by the Grantee throughout the period of performance of the Grant Agreement.
4. The Grant Disbursement Request Form shall be submitted QUARTERLY in accordance with the following submission schedule:

<u>Invoice</u>	<u>Reporting Period</u>	<u>Invoice Due Date</u>
Invoice 1	July 1, 2014 to September 30, 2014	November 1, 2014
Invoice 2	October 1, 2014 to December 31, 2014	February 1, 2015
Invoice 3	January 1, 2015 to March 31, 2015	May 1, 2015
Invoice 4	April 1, 2015 to June 30, 2015	August 1, 2015
Invoice 5	July 1, 2015 to September 30, 2015	November 1, 2015
Invoice 6	October 1, 2015 to December 31, 2015	February 1, 2016
Invoice 7	January 1, 2016 to March 31, 2016	May 1, 2016
Invoice 8	April 1, 2016 to June 30, 2016	August 1, 2016
Invoice 9	July 1, 2016 to September 30, 2016	November 1, 2016

5. The Grantee shall use the Grant Disbursement Request Form provided by Cal/EPA.

C. LIMITATIONS

1. Grant funds may not be used for activities outside of the UST Program.
2. Grant funds can only be used for prevention activities. No UST Cleanup activities will be reimbursed.
3. Due to the primary focus of the grant, it is unlikely that any extension of the period of performance will be allowed.

**EXHIBIT B
GENERAL AND SPECIAL PROVISIONS**

A. GENERAL PROVISIONS

1. **AMENDMENTS:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **WAIVERS:** Any term, provision, condition, or commitment of this Agreement may be waived at the discretion of Cal/EPA. All waivers shall be documented in writing.
3. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Cal/EPA Assistant Secretary for Local Programs or an authorized representative. The decision shall be in writing and a copy thereof furnished to the Representatives of this Agreement. The decision of the Assistant Secretary shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee furnishes a written appeal of the decision to the Secretary for Environmental Protection, with carbon copies furnished to the Cal/EPA Assistant Secretary for Local Programs and the Cal/EPA Grant Manager. The decision of the Secretary shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Cal/EPA Assistant Secretary for Local Programs or the Secretary, on any question of law.
4. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain financial accounts in accordance with generally accepted accounting principles. Without limitation of the requirement to maintain financial management systems and accounting standards in accordance with generally accepted fiscal and accounting principles, the Grantee agrees to:
 - a. Establish a financial account(s) and accounting system(s) that will adequately and accurately depict all Grant amounts received and expended during the term of this Agreement, including but not limited to:
 - i. All inspection, training and enforcement expenditures; and
 - ii. Running balance of grant allocations and expenditures.
5. **RECORDS MANAGEMENT:** Maintain all documentation and financial records, as may be necessary, for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations. Establish an official file for the allocation that shall adequately document all significant activities and actions relative to the Implementation UST inspection, training and enforcement, including but not limited to:

- a. Fiscal accounting;
 - b. Status Reports; and,
 - c. Grant disbursement requests and supporting documentation
6. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with UST grant in an expeditious manner. The Grantee shall prepare and submit all required reports and Grant Disbursement Forms as stipulated in this Agreement.
7. **WITHHOLDING OF GRANT DISBURSEMENTS:** Cal/EPA may withhold all or any portion of the allocations provided for by this Agreement in the event the Grantee:
 - a. Materially violates, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - b. Fails to maintain reasonable progress toward UST inspection, training and enforcement.
8. **FUNDS CONTINGENCY:** Cal/EPA's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
9. **BUDGET REVISIONS:** Budget revisions of 30% or less of the total agreement allocation may be made in writing and approved by Cal/EPA without an amendment to the agreement.
10. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State.
11. **AUDIT:** Grantee agrees that the Cal/EPA, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the expenditure of allocated moneys and performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after term of the Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
13. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
14. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
15. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.
16. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

17. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
18. **TERMINATION:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Grantee agrees, upon demand, to immediately return the remaining unused portion, if any, of the Grantee's allocation.
19. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
20. **ENVIRONMENTAL JUSTICE:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population of the State.
21. **FORCE MAJEURE:** Neither Cal/EPA nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption or services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
22. **INDEMNIFICATION:** The Grantee agrees to indemnify, defend and hold harmless the State and Cal/EPA and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
23. **GRANTEE'S RESPONSIBILITY FOR WORK:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

B. SPECIAL PROVISIONS

1. **SINGLE AUDIT REPORT:** In accordance with OMB Circular A-133, which implements the Single Audit Act, the Grantee as a subrecipient of a federal award from a pass-through entity Cal/EPA hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package.

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

In addition, the Grantee is required to (a) provide a written notification to Cal/EPA that an audit of the Grantee was conducted in accordance with OMB Circular A-133 and (b) submit to Cal/EPA a copy of the SF-SAC and a Single Audit Report Package.

2. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES:** The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements as set forth in 40 CFR Part 33. THE EPA DBE Rule

can be accessed at <http://epa.gov/osbp/>. In addition, the Grantee agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under a federally funded grant agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply with 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

3. **PAYMENTS TO CONSULTANTS:** Per 40 CFR Part 31.36(j), EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation service of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. As of January 1, 2010, the rate is \$596 per day and \$74.50 per hour. This rate does not include overhead or travel costs and the Grantee may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the Grantee with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36 (j) (2) or Part 30.27(b).

4. **THE COST PRINCIPLES:** The cost principles of 2CFR 225 (formerly OMB Circular A-87) are applicable to this award. Grantee can access the Code of Federal Regulations (CFR) Title 2 Part 225 at http://www.access.gpo.gov/nara/cfr/waisidx_10/2cfr225_10.html
5. **RESTRICTIONS ON LOBBYING:** The Grantee agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Grantee shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that subrecipients submit certification (Exhibit C) and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, a Grantee who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

6. **LOBBYING AND LITIGATION:** The Grantee shall ensure that no grant funds awarded under this grant agreement are used to engage in lobbying of federal Government, Cal/EPA or in litigation against the United States unless authorized under existing law. The Grantee shall abide by its respective 2 CFR 220, 225 or 230 (formerly OMB circular A-21, A-87, or A-122) which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.
7. **USE OF RECYCLED PAPER:** In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423 (Strengthening Federal Environmental, Energy and Transportation Management dated January 24, 2007), the Grantee shall use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
8. **HOTEL AND MOTEL SAFETY:** The Grantee agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Grantee may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
9. **DRUG-FREE WORKPLACE:** The Grantee of this grant agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.230. Additionally, in accordance with these regulations, the Grantee must identify all known places under this grant awards, and keep this information on file during the performance of this award.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Grantee can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

10. **SUSPENSION AND DEBARMENT:** The Grantee shall fully comply with Subpart C of 2 CFR 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing business with Other Persons)" as applicable. The Grantee is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions", includes a term or condition requiring compliance with subpart C. The Grantee acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The recipient may access the Excluded Parties List System at www.epls.gov. This term and conditions supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension and Other Responsibility Matters."

11. **COMPLIANCE WITH GRANT-RELATED REQUIREMENTS OF THE ENERGY POLICY ACT OF 2005:** The Grantee understands that it is subject to requirements described in current EPA Guidelines implementing Subtitle B, Underground Storage Tank Compliance Act, of Title XV of the Energy Policy Act, that are effective as of the date of this grant agreement or funded amendment.

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and grants under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name of Authorized Representative

Signature of Authorized Representative

CUPA Name

Date Signed

RURAL UNDERGROUND STORAGE TANK (UST) LEAK PREVENTION PROGRAM GRANT APPLICATION FORM

1. Entity Information:

Certified Unified Program Agency Name (CUPA): **Humboldt CUPA**

GRANTEE	GRANT CONTACT (if different from Project Director)
Name of Project Director, Title: Susan Buckley, Public Health Director	Name: Melissa Martel
Street Address: 527 H Street	Street Address: 100 H Street, Suite 100
City, Zip: Eureka, CA 95501	City, Zip: Eureka, CA 95501
Phone: (707) 268-2120	Phone: (707)445-6215
Fax:	Fax: (707) 441-5699
e-mail: sbuckley@co.humboldt.ca.us	e-mail: mmartel@co.humboldt.ca.us

2. Grant Amount: \$ **193,321.00**

3. Scope of Work

Overview

The State's Underground Storage Tank (UST) Leak Prevention Program includes requirements for tank installation, construction, testing, leak detection, spill containment, and overfill protection. While the primary focus of the Rural CUPA UST Prevention Grant is to ensure that all USTs are inspected at least annually and that Significant Operational Compliance is documented during the inspections, other efforts that support the prevention programs are eligible for reimbursement. To ensure that the primary focus is met, the Humboldt County CUPA will inspect every UST in our jurisdiction at least two times during the performance period of this grant, as well as during testing and repairs.

Prevention

Prevention efforts are served by a strong education and enforcement program to deter violations of the UST program's regulatory requirements. The Humboldt County CUPA will implement formalized training in areas applicable to UST spill and violation prevention for its staff as part of this grant. The grant funds will maintain current UST grant-funded staffing, one full-time equivalent position apportioned equally between the areas of prevention and enforcement. Maintaining prevention-related staffing will allow continued program activities, including UST inspections, updating all California Electronic Reporting System (CERS) UST file elements, and providing staff for all on-site construction, leak detection, spill containment, repair and overfill protection testing and completing CERS reporting requirements for UST and other CUPA programs.

Enforcement

Prevention efforts are served by a strengthened enforcement program, to deter business violations of the UST program's regulatory requirements. The above-referenced grant-funded staffing duties include enhanced enforcement efforts through enforcement case development, referral and/or administrative enforcement of UST-related or other CUPA-related cases. The Humboldt County CUPA will refine our current enforcement procedures and practices in order to improve the Unified Program's Administrative Enforcement Order (AEO) process in alignment with Cal/EPA's recent emphasis on improved enforcement. Tangible outcomes will include lower normative times for case resolution, more accessible tracking of case status and an improved organizational schema for the enforcement program. Utilizing the enforcement component of Envision Connect, our CUPA will upload compliance, monitoring and enforcement (CME) data to CERS database, increasing Cal/EPA's ability to monitor and evaluate the Humboldt County CUPA in the UST and other CUPA programs.

Training

Humboldt CUPA staff members will attend trainings in FY 2014/15 which provide skills aimed at enhanced leak/spill identification and prevention capabilities. Funding is requested for increased staff attendance at the regional UST Technical Advisory Group (UST-TAG) meetings and regional CUPA Forum meetings, as well as the costs associated with recertification as a UST Inspector. Additionally, staff will attend trainings related to UST monitoring systems, their operations and programming capabilities. Veeder-Root equipment represents over 90% of all UST monitoring systems in use in the Humboldt County CUPA jurisdiction. A Veeder-Root certified vendor will provide training for CUPA staff on TLS-350 programming. Previous attempts to secure local training by Veeder-Root were not successful and this training item is being submitted as an out-of-area training for CUPA staff. Finally, staff members will be trained in conducting time studies in anticipation of our upcoming Fee Study for UST and other CUPA programs. This will result in more accurate time accountability and efficiency. This grant allows our CUPA to maintain the high level of UST program oversight called for in state law and regulation.

Summary

The Humboldt County CUPA will report the results of the UST inspections semiannually to the Cal/EPA Unified Program on the provided form as part of the grant reporting, switching to CERS submittal when that option is available. The integrity of the UST program will be improved as a result of increased prevention, enforcement and training opportunities provided with funds from this grant.

4. Work Plan

The work plan describes the Humboldt County CUPA's activities and tasks supporting the UST prevention program. The list of activities and tasks are provided below:

1. Documentation of the regulated UST facilities in CERS, identifying the number of USTs at each facility and completing CERS documentation.

The Humboldt County CUPA UST data in an Excel spreadsheet is attached to this application.

2. Inspection schedule covering the Period of Performance.

The Humboldt County CUPA UST inspection schedule is attached to this application.

Exhibit D

3. Enhanced staffing for UST-related activities.
The Humboldt County CUPA will continue to dedicate an additional 0.5 full-time equivalent (FTE) paid by the grant to fund a position that will allow for increased inspection capability. This position will, in conjunction with existing CUPA staff, inspect all construction, testing and certification activities during the Period of Performance. The anticipated grant funding to be spent on enhanced UST inspection/oversight is \$35,634 per annum during the Period of Performance of this grant. The final cost for this staffing is \$71,268 over the duration of this grant.
4. Enforcement program improvement.
 - a) The Humboldt County CUPA will dedicate an additional 0.5 FTE paid by the grant to fund a position specifically for enforcement-related activities. This staff member's function will be enhanced case development, case referral and/or administrative enforcement of UST-related cases or other CUPA-related cases. The anticipated grant funding to be spent on enhanced UST and other CUPA program enforcement is \$35,634 per annum during the Period of Performance of this grant. The final cost for this staffing is \$71,269 over the duration of this grant.
 - b) The Humboldt County CUPA will hire a half-time office assistant to enhance enforcement efforts, the duties will include tracking and managing current enforcement documents between , and maintaining the enforcement summary. A total of \$5,000, \$2,500 annually, will be allotted toward this effort.
5. Staff Training.
The Humboldt County CUPA staff will attend training specifically aimed at improving staff inspection of monitoring equipment used at USTs. Particularly, six CUPA staff will be trained to evaluate programming and diagnostics of UST continuous monitoring systems. The cost will be \$5,700. This item is being re-proposed as it was not accomplished during the previous grant allotment period, but remains a priority.
6. The Humboldt County CUPA will purchase four tablet computers for use in paperless inspections. Each tablet computer is estimated to cost \$4,706. The total expense for these items will be \$18,824.
7. Mobile broadband costs for remote connectivity between the six tablet computers and the CERS database as well as with the Envision Connect database will be invoiced to this grant. The cost for the duration of the Performance Period will be \$5,760, or \$2,880 per year under Equipment/Software.
8. The Humboldt County CUPA will provide time study training for all staff members as well as contracting with an independent third party consultant, \$5,000 of which will be allotted from this grant as a Professional/Consultant Services.

Exhibit D

5. Projected Budget:

Program Costs	Fiscal Year 13/14	Fiscal Year 14/15	Fiscal Year 15/16
Personnel Services*	\$ 0	\$ 73,768**	\$ 73,769**
Operating Expenses	\$0	\$ 0	\$ 0
Travel Expenses	\$ 0	\$ 5,250	\$ 5,250
Supplies/Materials	\$ 0	\$ 0	\$ 0
Equipment/Software	\$0	\$ 21,704	\$ 2,880
Professional/Consultant Services	\$ 0	\$ 10,700	\$0
FISCAL YEAR TOTAL	\$ 0	\$ 111,422	\$ 81,899
TOTAL	\$ 193,321		

*Indirect costs may not exceed 35% of grant allotment

** Indirect costs of approximately \$7,293.00 are anticipated each year.

CERTIFICATION

I certify under penalty of perjury that the information I have entered on this application is true and complete to the best of my knowledge and that I am an employee of the applicant authorized to submit the application on behalf of the applicant. I further understand that any false, incomplete, or incorrect statements may result in the disqualification of this application. By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent provided in this program.

Applicant Signature

Date

Susan Buckley

Printed Name of Applicant